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| Invitation for Bid | <p>If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time.</p> |
| FILE NO: 6008 | |
| COMMODITY: Municipal Parking Facilities Management Services | |
| NAME OF BIDDER: | |
| BIDDER'S FED. ID. | |

TO: Cynthia H. Griffin, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
 795 Massachusetts Avenue, Room 303
 Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **Cambridge Chronicle** on **Thursday, January 17, 2013**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday, February 7, 2013 (originally scheduled for Jan.31, 2013)**. **Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, File No. 6008**

A commitment letter from a Bonding Company must be submitted at the time of submission of the bid or your bid will be rejected. The Commitment letter shall confirm bidder's ability to provide the city with a 50% Performance bond no later than ten days following award of the contract.

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document".**

The envelope containing the bid must be labeled: "This envelope contains a bid for **Municipal Parking Facilities Management Services opened at 11:00 a.m. on Thursday, February 7, 2013**". **The bid and all documents submitted with it are public records.** This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Invitation for Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ **FAX NUMBER:** _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

Name of Bidder: _____

GENERAL TERMS AND CONDITIONS

- LAWS:** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
- EQUAL OPPORTUNITY:** The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.
- MATERIAL SAFETY DATA SHEETS:** Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

**CITY OF CAMBRIDGE
PURCHASING DEPARTMENT**

**TO: Cynthia H. Griffin
Purchasing Agent**

The undersigned hereby proposes to provide **MUNICIPAL PARKING FACILITIES MANAGEMENT SERVICES** for the City of Cambridge Traffic Department for a period of three years all in accordance with the attached specifications and following proposal schedule.

Prices must remain FIRM during the entire contract period. One award will be made as a result of this formal bid. The award will be made to the responsive and responsible bidder offering the lowest total price. Contract will be awarded by within forty-five days, unless award date is extended by consent of all parties concerned.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

Delivery charge must be included in proposal price.

PLEASE SUBMIT YOUR BID IN DUPLICATE (one original and one copy. No hard binders please).

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.

A commitment letter from a Bonding Company must be submitted at the time of submission of the bid or your bid will be rejected. The Commitment letter shall confirm bidder's ability to provide the city with a 50% Performance bond no later than ten days following award of the contract.

Questions

Questions concerning this Invitation for Bid must be submitted in writing and faxed to Cynthia H. Griffin, Fax # 617-349-4008. All questions must be submitted no later than **Thursday, January 31, 2013 by 4:00 p.m.** An addendum will be posted to the website to notify all bidders of the questions and answers.

Please check the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Please check the bidders list on the website. If your firm is not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

Bid Results

The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Name of Bidder: _____

Confidentiality and Public Records Law

All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

Minority/Women Business Status-

Please indicate whether your business is SOWMBA certified. Yes: _____ No: _____

Living Wage Requirement

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2012 \$14.28 per hour. The Living Wage Requirements are attached.

Performance Bond

A commitment letter from a Bonding Company must be submitted at the time of submission of the bid or your bid will be rejected. The Commitment letter shall confirm bidder's ability to provide the city with a 50% Performance bond no later than ten days following award of the contract.

Upon the execution of the contract issued under this bid by the Operator, the Operator shall furnish to the City security for the faithful performance of the services to be provided under this bid in the a 50% Performance Bond issued by a surety satisfactory to the City.

SCOPE OF SERVICES

This contract will be awarded to the responsive and responsible bidder offering the lowest total price listed on the Price Summary Form. In addition to the costs listed on this Form, the Operator will pay for costs listed on Exhibit #4. The City will issue the Operator a Purchase Order for the total amount of these costs. The Operator shall submit a monthly invoice to the City so that it can be reimbursed by the City for these costs.

This scope of services describes the parking garage management services that the successful bidder must provide. The successful bidder must provide all of the goods and services listed below.

1. Garage Descriptions:

Services under this bid are to be provided at the following locations:

Green Street Municipal Parking Garage

Location: 260 Green Street
Total Spaces: 290
Operating Hours: 7 days per week 24 hours per day

East Cambridge Municipal Parking Garage

Location: Thorndike and First Streets
Total Spaces: 1,110
Operating Hours: 7 days per week 24 hours per day

2. Overall Responsibilities of Operator:

Contract Duration

Services provided shall be for three (3) years.

The services provided are to be performed by the Operator and cannot be assigned to any other person or party without the prior written consent of the City.

Name of Bidder: _____

Operator Services and Required Staffing –

The Operator shall perform all services necessary for the care, protection, maintenance, and operation of the City's two Garages. All functions shall be performed with energy, fidelity and diligence, providing at all times the benefit of the Operator's special knowledge and experience and applying the latest features of service and techniques of garage and general management as may be applicable. In conducting all garage operations, Operator shall comply with all federal and state laws and ordinances of the City of Cambridge.

The Operator shall staff the parking facilities with trained, competent personnel, in uniform, to both manage and secure the facilities. The Operator shall assign an on-site manager and one assistant manager who possess commensurate experience to meet their responsibilities. The staffing will be as listed in exhibits #1 and #2. All employees must be paid as a minimum wage as required by the City's Living Wage Ordinance.

In addition to the staff on-site at the garages, the Operator will provide management oversight, administrative, financial, and other services from its regionally based office.

3. Start-Up

Operating Plan – Upon award of the contract issued under this bid, the vendor shall immediately make a thorough study of the Garages and shall prepare garage operation plans including traffic control, communications, coordination of operations, reception, collection of parking fees, issuing garage parking tickets, monthly pass card issuance and control, repairs and maintenance, etc. These plans and policies shall be subject to the approval of the City.

Budget – The Operator shall submit an annual budget to the City within twenty-one (21) days after the award of a contract issued under this bid. The budget shall include all regular monthly expenses as itemized in the Exhibit #4 Operating Budget. The City will assist in the development of the budget through the provision of historical costs incurred and revenue generated in the operation of the garages. The Operator shall make every reasonable effort to ensure that the actual costs for operating the Garages do not exceed the costs approved in the Budget either in total or in any single expense category.

The City will approve or disapprove the Operating Plan and Budget in writing within fourteen (14) days after receipt. If the City disapproves of any part of the proposed plans or budget, the Operator shall submit a revision addressing the City's concern(s) within ten (10) business days after such disapproval.

In the event the Operator shall desire to make changes in the operating plan, these changes must be submitted to and approved by the City before being put into effect. Such approval shall not be unreasonably withheld or delayed.

Staffing – Upon award of the contract issued under this bid, the Operator shall proceed to select and employ personnel for the positions identified in Exhibits #1 and #2. Wage rates cannot be below the hourly rate required by the City's Living Wage Ordinance.

Tickets – The Operator shall recommend the quantity of garage parking tickets deemed necessary for use in the garage's lane entry devices. Upon approval by the City, and subject to the approved budget, the Operator shall purchase these tickets in an amount that provides the City with a beneficial quantity discount. The tickets shall meet the requirements of WPS, manufacturer of the garage access and revenue system. The operator shall recommend to the City the text that the WPS equipment prints on the tickets.

4. Establishing Rates and Rate Survey

The current rates are listed in exhibits #1 and #2.

The Operator shall cooperate with City in formulating reasonable parking rates for the operation of the Garages. The Operator shall provide the City, on an annual basis, a current rate survey of the surrounding and competitive parking facilities. Based upon the Operator's recommendations, the City shall, in its sole discretion:

- (1) Establish the rates to be charged for parking in the Garages.
- (2) Establish the days and hours of operation of the Garages.

No establishment or change of rates for parking, or for days and/or hours of operation shall affect the compensation payable to the Operator.

5. Staffing

The City has approved the positions and hours listed in the Exhibits #1 and #2 of this bid and the Operator shall use its best efforts to operate within such scheduled hours and minimize the amount of overtime charged as a reimbursable labor expense. No changes to the approved staffing schedule shall be made without City's prior written approval. The Operator shall do its best to avoid use of overtime to cover employee vacation hours.

The Operator shall provide, select and employ all personnel at the Garages. All persons employed at the Garages in the performance of the duties of the Operator under this bid, shall be deemed to be employees of Operator and not of City. All employees shall be of good moral character and not addicted to use of drugs or the excessive use of intoxicants. Preference shall be given to individuals currently employed at the garages and to Cambridge residents whenever possible. When seeking to fill positions at the garages, the Operator shall contact the Cambridge Employment Program to request that candidates be referred for consideration.

The Operator shall provide one full time on-site manager and one assistant manager to oversee the operation of the garages. In the performance of its duties, the Operator shall also utilize the skill and experience of various members of its headquarters and regional office personnel, located elsewhere, who shall devote to the work such time as may be deemed necessary by the Operator to the proper and efficient conduct of the enterprise.

The Operator is required to maintain a regional management office located within 60 miles of Cambridge and to carry out as many of its management oversight and accounting responsibilities as feasible in this office. At a minimum, the following personnel must be located in this office:

- One senior manager who will oversee the Cambridge garage management contract and ensure that all activities at the garage comply with the Operator's company policies and procedures and with the requirements of this contract. The senior manager must be actively involved on an ongoing basis in the day-to-day management of the garages for which s/he is responsible and make monthly visits of at least one-half day to the garages.
- One bookkeeper or accountant who is responsible for performing the Operator's financial activities related to this contract and for overseeing the garage staff's financial reports and recordkeeping.

In addition, the company shall have internal audit staff that periodically reviews the performance of the garage staff and garage operations to ensure compliance with the Operator's policies and procedures, the requirements of this contract, financial and operating standards for the garage industry and generally accepted financial requirements. Internal audit staff may be located in the regional office or in the Operator's headquarters office, should these offices be in separate locations.

The Operator shall require all employees in the Garages to wear City approved clean uniforms and to display identification tags, to be approved by the City, at all times they are on duty. The Operator shall not permit garage attendants to receive tips or gratuities. At no time will an employee drive, operate or park any customer's vehicle for any reason. No drugs or intoxicating liquor shall be permitted upon the premises of the Garages.

The Operator shall immediately notify the City regarding any staff performance concerns that could have a significant effect on the operation of the garages or if any employees are suspected of theft. The City has the right to require the Operator to reassign poorly performing personnel out of the City garages being managed under this contract, in its sole discretion, reasonably exercised, including the Garage Manager and Assistant Manager. If the City should make such a request the Operator shall replace the employee with another person acceptable to the City within fifteen (15) days of the request, or sooner should the situation warrant it.

In the event that the Operator shall desire to make changes in the operating plan or salaries, such changes shall be submitted to and approved by the City before being put into effect.

The Operator shall not allow any employee to perform work within the Garages which is not directly related to the services described in this bid.

If the Operator allows employees who work at the Green Street or East Cambridge garages to also work at any facility not under this agreement, the City must be notified in advance and approve the method proposed by Operator to pro-rate the costs for uniforms, benefits and any other costs associated with that employee. Only an equitable portion of the wages, salaries and the fringe benefits of such employee, based on direct services furnished at the Garages shall be chargeable to the City.

The Operator shall submit to the City for review, a copy of its employee rules and regulations. After review by the City, the Operator will alter or insert into the document any agreed upon revisions.

6. Budget

The Operator shall provide the City a recommended annual operating budget for each subsequent fiscal year following the initiation of the contract awarded under this bid, prior to December 20 in order for the Department to prepare its annual budget proposal to the City Manager for the following fiscal year. The City's fiscal year runs from July 1st to June 30th. This budget shall be provided in the same form as the approved budget described in section 3 of this bid.

In no event shall the Operator contract for, or purchase, any one item, other than payroll, which exceeds one thousand dollars (\$1,000) in cost, or any item whose cost is in excess of the amount set out in the approved budget, without the prior written approval of the City.

No supply or service agreement that provides for the supply of equipment, merchandise, or services, over a period of time exceeding one month shall be entered into without the City's prior written approval of same.

7. Maintenance

Utilizing regularly scheduled staff as specified in Exhibits #1 and #2, the Operator shall maintain the garages, cashier booths, offices and adjacent sidewalks to a high standard of cleanliness at all times.

This work includes sweeping, removal of sand, trash and debris, cleaning of windows and elevators, prompt cleaning and deodorizing of urine, removal of graffiti, etc. as appropriate for a first class garage and also keeping all floors, entrance and exit ramps and sidewalks free of ice, snow, and debris; including the sidewalks around the entirety of both garages and the area around the City's Library next to the Green Street garage. The operator shall receive the City's approval in advance if it anticipates the need for staff to work hours beyond those listed in Exhibits #1 and #2 due to severe weather. The operator shall retain the services of an experienced vendor to provide snow plowing and sanding services at the garages. This vendor shall meet all government licensing requirements and be insured. The Operator must receive the City's advance approval of the costs for these services, which will be reimbursed as described in section 15 of this scope of services. All plowing must be done with a rubber plow blade so as not to damage the coatings on the garage floors. Snow may not be piled up on the exterior sides of the garage in such a way that a person could climb on the piles and fall to the street below.

Annually, the operator shall pressure wash and degrease all floors, walls, columns, stairwells, landings, lobbies and railings in each garage. All work shall be done so as not to interfere with the regular operation of the garages. The Operator shall perform this work within the total numbers of staff hours listed in Exhibits #1 and #2, with the reassignment of staff to night or weekend hours, if necessary. The Operator shall coordinate the schedule with the City. In doing this work, the Operator shall take all necessary precautions to ensure the safety of pedestrians and their vehicles. In addition, the operator shall annually coordinate with the City the hiring of a contractor to inspect, open, clean of debris and flush clean all drains. The operator shall coordinate the scheduling of this work so as not to interfere with garage operations.

The Operator shall notify the City in writing within twenty four hours of any unusual condition -- and verbally immediately of any emergency condition -- which may develop in the operation of the Garages or to the Garages such as, but not limited to, fire, flood, breakage, power failure or casualty damage to the Garages, or to any person or the property of any person in the garage or alleged to be caused by the use or operation of the Garages.

If a Garage should be partially damaged by fire, tornado or other casualty, the City shall repair said premise with all proper diligence. If the damage is so great that the garage cannot be reasonably operated in the opinion of the City, then the operation shall be suspended and the compensation of the Operator for the garage shall cease during such time as is necessary to restore the premises to operating condition.

The Operator shall keep and maintain the Garages, their furniture, fixtures and equipment in good condition and repair, ordinary wear and tear excepted. No such furniture, fixtures, or equipment shall be used for any purpose other than direct garage use pursuant to the carrying out of the Operator's duties under this agreement.

The Operator will immediately notify the City's Electrical Department regarding light bulbs that are no longer functioning in order to have them replaced.

8. Repairs

The Operator is responsible for notifying the City of all needed repairs in writing, and immediately verbally in case of emergency, including an assessment of the priority of the needed work. Work not performed by the garage staff must be done in accordance with municipal procurement statutes.

The Operator in conjunction with the City shall supervise the making of all repairs, alterations, maintenance, improvements and decorations in the garage, subject to the appropriate approved budget, applicable procurement statutes, and the City's prior approval. The City will hire firms to perform building repair and maintenance services and will provide the Operator with contact information for these firms.

9. Allocation of Cost Responsibility

The City shall pay and be responsible for all expenses and costs incurred relating solely to the operation of the Garages, subject to the approved budget.

Non-Reimbursable Expenses: The City shall not be responsible for any of the following expenses of the Operator, aside from the management fee bid by the Operator in its price proposal:

- a. Accounting, the corporate audit and any internal auditing costs
- b. Bookkeeping
- c. Payroll processing and all related fees.
- d. Employee Profit Sharing Contributions
- e. Courier Service to/from Regional or Corporate offices (FedEx Express Mail, etc)
- f. Long Distance telephone calls to Regional or Corporate offices
- g. Management and Supervision- including any and all off-site charges of an administrative, management, overhead or corporate nature, and including but not limited to personnel costs, telephone calls from the Regional or Corporate Office, postage or courier service between the Regional or Corporate office and the Garages, the cost of invoice preparation including postage or lock box service, or labor and associated payroll related taxes and/or employee benefits of said employee(s). "Off-site" shall be defined as all locations other than the Garages.
- h. Employee recruitment (including classified advertising)
- i. Pre-employment screening (including driver license checks, driver testing, training and drug testing.)
- j. Pre-employment background checks. Such checks shall be conducted by Operator with regard to all employment candidates prior to their hire, and shall include the following: job qualifications, including prior experience and recommendations with regard to, honesty, integrity and personal grooming. Results of any or all such pre-employment checks shall be furnished to the City at the City's request.
- k. The costs of funds incurred by the Operator resulting from the time it incurs costs on behalf of the City under this agreement until it receives reimbursement from the City for such costs.

10. Operating Expenses and Payment Method

The Operator will pay for all operating expenses up to the line item limits indicated in the approved budget and the City will reimburse the Operator on a monthly basis, providing these expenses have been previously approved by the City, in accordance with this bid, and proper receipts and documentation have been submitted. All guarantees and warranties of any manufacturer and/or supplier shall inure to the benefit of Operator as well as to the City.

No contract or single obligation involving more than one thousand dollars (\$1000) and/or more than a one-month commitment for supplies, repairs, maintenance or any other purpose under this bid shall be entered into by the Operator without first having the written approval of the City.

Operating expenses shall include payroll and fringe benefits as allowed by this agreement; and the cost of: insurance as described in section 12 of this bid, any permits required by law for operation of the garages; garage parking tickets and other required forms, stationery, postage and office supplies; cleaning supplies; purchase or rental of employee uniforms; traffic cones and other traffic control maintenance; removing debris, snow, ice and other obstructions from floors, ramps and sidewalks; repairs and maintenance incurred by Operator as required by this bid; cleaning maintenance including removal of dirt, paper and trash and related supplies and materials; sign maintenance; maintenance of painted surfaces; repairs to office and other equipment; the maintenance of revenue control, garage access, and similar operating equipment mechanical sweeper service; and clearing and cleaning drains --- all subject to the terms and conditions of this agreement.

11. Deposits of Income

The Operator shall, on a daily basis, prepare separate deposits of all daily and monthly gross parking receipts from the operation of each Garage, and bring them to the City's office at 344 Broadway, unless otherwise directed by the City, for transfer via armored vehicle to be deposited into established City bank accounts and shall be responsible for the safekeeping, security, storage and transportation of these receipts until they are delivered and received at 344 Broadway. The Operator shall not co-mingle these deposits with deposits from other parking facilities of the Operator. All receipts received at the Operator's lockbox operation shall be deposited daily and clearly identified by parking facility.

The term "gross receipts" shall mean the entire amount, without deduction or offset, of any and all sums collected or received by the Operator from the parking and storage of motor vehicles, whether on an hourly, daily, weekly, monthly, or validated basis.

If, at any time, the cash receipts deposited into the accounts do not match with the operations accounting for that day's business, the Operator shall, immediately upon discovering the difference, notify the City, in writing, as to the cause. The City shall hold the Operator responsible for depositing the value of all transactions processed at the Garages.

No cash, checks, or other receipts will be held, or detained by the Operator for any purpose.

12. Insurance Requirements

12.1. Worker's Compensation.

12.1.1. Before commencing performance of the Contract, the **Contractor** shall provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. c. 152 to all persons to be employed under the Contract, and the **Contractor** shall continue such insurance in full force and effect during the term of the Contract. Sufficient proof of compliance with this paragraph must be furnished at the time of execution of this Contract.

12.2 Additional Insured.

12.2.1. Each policy excluding only the Worker's Compensation and Owners Protective Liability must list the **City (with respect to both garage policies) and Davenport LLP, BP-Ten Canal, L.L.C., and BP-One Canal, L.L.C (on the East Cambridge Garage policy only)** as additional insureds. The Contractor shall, upon 30 days written notice from the City, remove and replace one or any of the above referenced entities in the event of an assignment of rights, change of name, or change in status of one or any of the entities

12.3. Insurance Rating.

12.3.1. Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M.Best rating of A-X, and shall be licensed to do business in the Commonwealth of Massachusetts.

12.4. Premiums.

12.4.1. The **Contractor** must provide the required insurance at its own expense. Failure to provide and continue in force shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **City** at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

12.5. Notice of Occurrence.

12.5.1. Notice of occurrence shall be given to the **City** Manager, **City** of Cambridge, **City** Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 and, at the option of the **Contractor**, any other **City** official permitted by law to receive notice.

12.6. Waiver of Subrogation.

12.6.1. The **Contractor** and all Subcontractors waive subrogation rights against the **City** for all losses.

12.7. Coverage Period.

12.7.1. Each insurance policy must cover the entire contract period.

12.8. Policies and Limits.

12.8.1. The insurance required shall include all major divisions of coverage and shall be on a commercial general form basis including Premise and Operations (including X-C-U), bodily injury (including death); broad form property damage (including completed operations) including injury to/or destruction of tangible property, including loss of use therefrom; personal injury; Owner's Protective (as a separate policy), and Owned, Non-owned, Leased, and Hired Motor Vehicles, garage liability and garage keepers legal liability, fire, crime, and applicable worker's compensation and employers' liability insurance. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

| | | |
|--|--|-------------|
| Owner's Protective Liability (as a separate policy) | | |
| Each Occurrence | | \$1 Million |
| Aggregate | | \$2 Million |
| Commercial Liability | | |
| General Aggregate | | \$2 Million |
| Aggregate | | \$1 Million |
| Personal Injury and Advertising Limit | | \$1 Million |

Each Occurrence

\$1 Million

This policy shall include contractual liability coverage insuring the contractor's indemnity obligations under this Contract.

Automotive-for all owned, non-owned, hired and leased vehicles

| | |
|---------------------------------|-------------|
| Combined single limit | \$1 Million |
| or | |
| Bodily injury- each person | \$100,000 |
| each accident | \$1 Million |
| Property damage-each occurrence | \$1 Million |

Garage Liability and Garage Keepers Legal Liability Insurance

| | |
|---------------------------|--------------|
| Auto Only (Each accident) | \$2 Million |
| Other than Auto | |
| - Each Accident | \$2 Million |
| - Aggregate | \$15 Million |

Miscellaneous Liability Coverage
Crime

\$1 Million

Worker's Compensation

| | | |
|------------|-----------------------|-----------|
| Coverage A | Statutory | |
| Coverage B | Each Accident | \$100,000 |
| | Disease-Policy limit | \$500,000 |
| | Disease-Each Employee | \$100,000 |

12.9. Excess Umbrella Liability Insurance.

12.9.1. The **Contractor** may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth Policy and Limits section above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the **City (with respect to both garage policies) and Davenport LLP, BP-Ten Canal, L.L.C., and BP-One Canal, L.L.C or their successors (on East Cambridge Garage policy only)** as additional insureds. The Contractor shall, upon 30 days written notice from the City, remove and replace one or any of the above referenced entities in the event of an assignment of rights, change of name, or change in status of one or any of the entities. Evidence of such excess liability shall be delivered to the **City** in the same form and manner as the required insurance policies.

12.10. Amendment of Requirements.

12.10.1. The **City** reserves the right, at its sole discretion, to amend the insurance requirements contained herein.

12.11. Occurrence Basis.

12.11.1. All insurance shall be written on an occurrence basis, unless the **City** approves in writing coverage on a claims-made basis. Coverages whether written on an occurrence or a claims-made basis shall be maintained without interruption during the contract period.

12.12. Certificates of Insurance and Insurance Policies.

12.12.1. Certificates of Insurance acceptable to the **City** and confirming the insurance coverage required herein are attached to the Contract. The **City** shall have no obligation to execute the Contract and may award the Contract to the next lowest responsible and responsive bidder, if such insurance certificates have not been provided to the **City** within five (5) business days after presentation of the Contract to the **Contractor** for execution. If requested by the City the Contractor will provide complete certified copies of every insurance policy within 10 days of any request by the City.

12.13. Endorsements.

12.13.1. The **Contractor** shall furnish to the **City** copies of any endorsements that are subsequently issued amending limits of coverage.

13. Reports

The Operator shall provide the City with monthly reports when applicable and as requested by the City including reports of the following:

- a. Injuries, complaints and claims - description of any trips and falls or other injuries, customer complaints, vehicle damage complaints, etc. and a list of any resulting claims including the date of claim, name of claimant, type of claim (i.e., slip and fall, vehicle damage, etc.), action taken (claim approved, denied, pending, etc.), amount of claim, status of claim (active or closed).
- b. Audits - summary of all financial and operational audits performed by the Operator and/or its representatives and their results and a description of how, when and who did each audit including follow-up of all open items until resolved.
- c. Personnel actions – a listing of all personnel actions including hiring, resignations and dismissals of employees including the reason each employee has been added to or deleted from the payroll.
- d. Daily ticket volume - summary of monthly and year-to-date ticket volume at each garage including reconciliation of tickets collected each day by rate increment, validation type (including grace period tickets), voids and free tickets.
- e. Uncollected tickets – a report of number of tickets issued daily vs. tickets collected daily, reasons for any uncollected tickets and recommendation of any actions that should be taken to reduce the number of missing tickets.
- f. Monthlies - report of monthly permits sold including monthly reconciliation of access cards sold versus access cards active in the parking control system show by tenant and dollar amount charged and collected.
- g. Accounts Receivable - a line item listing showing all accounts by name, monthly or transient, that have an outstanding balance, the amount of the balance, and the age of the outstanding balance.
- h. Management visits – list of the dates and times (in and out) that a senior management employee other than the on-site manager visited the garages.
- i. Overtime – listing of overtime describing all overtime used including employee name, date of OT, amount of OT and reason for OT.
- j. Garage closings - listing of all periods when the garages are full and closed.
- k. Facility and systems activity report – a listing and status of all projects undertaken to clean, maintain and repair the garages and garage systems.

- l. Unusual events - listing of any unusual conditions, such as power failures, snow storms, etc., their effect on garage operations and actions taken to respond to the conditions and any recommended actions that the City should take to avoid such events or minimize their impact.
- m. Equipment failures - summary of all revenue and access control equipment problems, including duration, and a description of how each was resolved.
- n. Operational improvements – a listing of any recommended actions the City should consider taking to improve customer service or other operations at the Garages or to improve the condition of the Garage facilities or Garage equipment.
- o. Other items as the City may reasonably require.

14. Financial Management

The Operator shall:

Prepare and file all returns and other documents required under the Federal Insurance Contributions Act and the Federal Unemployment Tax Act, or any similar Federal or State legislation, and all withholding tax returns required for employees of the Operator. Pay all amounts required to be paid under the Federal Insurance Contributions Act and the Federal Unemployment Tax Act, and/or any similar Federal or State legislation.

Bill for monthly parking and disable all access cards for which payment has not been received by the date set by the City. The City's goal is to have all payments received by the first business day of each month. The Operator shall be particularly diligent in collecting and timely depositing of revenue from the companies that purchase large numbers of spaces.

Maintain full books of account with correct entries on all receipts and expenditures related to managing each of the Garages. Such books of account shall, at all times, be open to the inspection of the City, or its duly authorized agents.

Maintain billing, collection, accounting, purchasing and inventory controls, in a manner consistent with generally accepted accounting principles and garage management practices.

Maintain continuous internal auditing control on receipts, monthly cards, transient parking activity and parking tickets, etc. consistent with generally accepted accounting principles and garage management practices. The Operator shall notify the City immediately whenever any discrepancies are identified by internal auditing controls or otherwise made known to Operator.

Supervise and control disbursements of funds in payment of wages and amounts due vendors and maintain and examine deposit records.

Prepare and deliver to the City on or before the 15th day of each following calendar month a complete and detailed monthly statement, certified by a duly authorized officer to be a true and correct accounting for all Gross Receipts received and disbursed by it in connection with the operation and maintenance of the Garages. Each statement shall be supported by copies of invoices showing detail of all charges and similar documentation covering all items of expenses, including payroll, Health/Welfare and Pension payments, etc, all of which shall be submitted with each statement.

The Operator shall also furnish as part of the monthly statement the income, expense, and budget for the month and year to date and for the same month of the preceding year. The statement shall be supported by cancelled checks, vouchers, duplicate invoices, names of paid-up access card holders, and similar documentation covering all items of income and expense, which shall be kept in the

Operator's office in the Garages or regional or national office and shall be available for inspection by the City's representatives at all times.

In order to maintain accountability of garage revenues, under no circumstances shall daily receipts be used to provide refunds to garage patrons. If necessary, the City of Cambridge will process all refunds at the request of the garage manager.

15. Uncollected Tickets

The City expects the Operator to take all reasonable actions to ensure that all tickets issued at the garages are collected. The following requirement shall be effective at each garage.

The Operator shall be held liable for ninety (90) days from the issuance of a ticket for all "uncollected tickets" (as hereinafter defined) with the exception that the Operator may be permitted to deduct 0.004 (0.4%) of the total number of issued tickets, on a calendar month basis, from the number of outstanding uncollected tickets. Uncollected tickets in excess of 0.004 shall be paid by the Operator at the penalty rate of either the maximum all day posted rate or at the average dollar value of all tickets collected for that calendar month, whichever is the greater amount, which shall be recorded as Gross Receipts on the applicable monthly statement. If the City shall audit the Operator twice or more during the term of the contract, then the Operator shall be liable for uncollected tickets for the lesser period of six months or the period between the issuance of the immediately preceding audit report and the current audit providing that the periods under audit do not overlap.

Notwithstanding the foregoing, the Operator shall not be liable for uncollected tickets under this section to the extent that the reason for non-collection is an equipment failure not caused by the negligence of the Operator, that the Operator made reasonable efforts to collect the tickets and associated revenues during the period of equipment failure, and that a service call for repair was placed at the time of the equipment failure. Additionally, the Operator shall not be liable for uncollected tickets for conditions deemed to be "Acts of God". "Uncollected tickets" shall be deemed those tickets that are issued by a ticket issuing machine at the Garage and are: a) missing and not associated with a "lost ticket form" completed by the customer, or b) missing and not automatically rated by a cash register using either a barcode or other identification, or c) missing and not offset by a transaction that was manually rated in a cash register at the maximum rate, or d) missing and not associated with reported acts of intentional theft involving breaking of gates, assault of a cashier or tickets stolen on entry by drivers that take a ticket from the ticket issuing machine but do not enter the Garage, or e) missing and not as a result of an emergency situation such as fire, chemical spill, collapse, acts of terrorism, police action, etc.

16. Audit

At any time during the term of this agreement the City may audit the records of the Operator relating to the operation of the Garages whether those records are located at the Garages or at any other location. The Operator shall cooperate with any such audits.

17. Discounts

The Operator shall make available to the City the benefit of any discounts or rebates the Operator may receive in the purchase of supplies and equipment used by it in the operation of the Garages, or required by the City and purchased by the Operator for the account of the City in connection with the equipping and maintaining of the Garages.

18. Parking Fees and Restrictions on Free Parking

The Operator shall charge the fees established by the City and listed in Exhibits #1 and #2 of this bid to all persons for the use of parking spaces. No free parking or complimentary parking privileges shall be provided in the garages unless approved in writing by the City.

The employees of the garages will be issued monthly cards that allow them to park for free in the garages during their shifts.

19. Restrictions on Use of Garage Offices

The Operator shall use the offices at the Garages for the City's garage management business only and not for any other purpose or business activities.

20. Signs

The names of the Garages shall be as stated in section 1 and all of the business pertaining to a Garage shall be conducted by the Operator in those names, provided, however, the Operator, at Operator's expense, may affix signs bearing the Operator's name to the checkout booths and the Operator's office in the Garages, but no other place, provided further, however, that such signs shall be first approved as to wording, size, material, color, design, and official insignia thereon by the City.

21. Permits

The Operator shall apply in City's name and on its behalf for all necessary governmental permits, licenses, and authorizations necessary for the lawful operation of the Garages for public parking of passenger cars, and, in City's name and behalf, apply for and obtain renewals of any such permits, licenses, and authorizations so as to keep the same in effect during the term of this agreement. The Operator shall request approval from the city prior to incurring expenses for permits.

22. Advertising

The Operator shall advertise garage space, subject to the approved budget and to the City's written approval.

23. Retention of Records

The Operator shall keep and retain as a "record", a full, true and exact copy of each agreement for the parking or the storage of motor vehicles (to the extent Tenant parking information is actually provided by City) and any other agreements in any way affecting "Receipts." In the event that Operator enters into any agreements that are not in writing, the Operator shall prepare a written statement of each such agreement and keep and retain the same as a "record" as required, which shall contain sufficient detail from which Receipts received and anticipated to be received there under may be determined.

"Record" as used herein shall consist of copies of daily revenue reports of gross receipts, shift reports of gross receipts; system data print outs of accounts, copies of bank deposit slips, and customer parking tickets. Duplicate copies of originals of all such books of account and records shall, upon the request of City, at City's expense, or upon termination of the contract issued under this bid shall be surrendered to City. Unless delivered to City as provided herein, the Operator shall retain such books and records for a period of not less than three years following the closing of the fiscal year to which they relate, even though such period may extend beyond the term of the contract issued under this bid.

All records and documents must be retained for a period longer than three years, if required to be in compliance with the Massachusetts State Records Retention Laws and other applicable City, state or federal rules and regulations.

24. Responsibility in Emergency or Unusual Conditions

The Operator shall not be held responsible for its inability to perform its services under this agreement as result of acts of God.

The Operator shall promptly report to the City all property losses and all accidents causing personal injury. The Operator shall keep the City advised of the status of any claims and provide a written account when the claim is resolved.

The Operator shall notify the City with reasonable promptness of any unusual condition that may affect the Garage structures or the operation of the Garages, such as, but not limited to: fire, flood, breakage, power failure, casualty and mechanical or structural problems.

25. Responsibility at contract expiration

Upon the expiration or termination of the contract issued under this bid, the Operator shall deliver to the City all permits, licenses, contracts, keys and other documents pertaining to the garages and their operation then in the possession of Operator. The Operator shall do all other things reasonably necessary to cause an orderly transition of the management and operation of the garages. Subsequent to the end of the contract, the Operator shall maintain all records as required in section 23 of this bid.

26. Notices

All notices shall be deemed properly given and sufficient when received on behalf of the Operator by its duly authorized official at the address included in the response to this bid and on behalf of the City by the Director of the Traffic, Parking & Transportation Department, 344 Broadway, Cambridge, Massachusetts, 02139.

All approvals to be made by the City shall be effective only when in writing.

27. Hold Harmless

The Operator shall hold the City harmless and indemnified from all claims, losses or damage arising from any injury, loss or damage to any person or property to the extent such injury, loss or damage is caused by any negligent action/inaction or willful misconduct by the Operator, its agents, servants or employees.

28. Exhibits

The following documents are attached and are part of this bid.

EXHIBIT #1 - East Cambridge Garage - Rates, Hours of Operation, and minimum staffing.

EXHIBIT #2 - Green Street Garage - Rates, Hours of Operation, and minimum staffing.

EXHIBIT #3 - Requirements for City Employee use of the Green Street Garage.

EXHIBIT #4 – Line items to be included in operating budget.

EXHIBIT #5- Access and revenue control equipment.

Quality Requirements

A “NO” response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid.

Circle Yes or No for each of the following Quality Requirements 1-8.

1. The bidder has ten years of experience successfully managing parking garages including use and oversight of access and revenue and control systems and the provision of all of the services referenced in the Scope of Services of this Invitation for Bid.

Yes No

2. During the past ten years, the bidder has continuously managed ten parking garages, at least four of which currently have 1,100 parking spaces.

Yes No

3. During the past five years, the bidder has continuously managed three or more garages in New England, which have a combined total of at least 2,000 spaces.

Yes No

4. The bidder currently has a regional office located within 60 miles of Cambridge that employs the staff required as specified in this Invitation for Bid.

Yes No

5. During the past three years, the Director of the bidder’s Regional Office has been actively involved in the day to day management of the garages for which s/he is responsible and has made monthly visits to these garages.

Yes No

6. During the past three years the bidder has operated at least one garage with access and revenue control equipment manufactured by WPS Solutions.

Yes No

7. During the past two years, the bidder has provided a customer service training program to staff employed in its garages twice a year.

Yes No

8. Bidder shall include with their bid a commitment letter from a Bonding Company, The Commitment letter shall confirm bidder’s ability to provide the City with a 50% Performance Bond.

Yes No

Name of Bidder:_____

Bid Submission Requirements

1. Submit a list of all contracts that bidder has had for the last 10 years. Include size of contract with contact names and telephone numbers .A bid may be rejected on the basis of one or more references reporting poor past performance by the bidder. In addition, the City reserves the right to use itself as a reference.
2. **Regional Office:** Submit a description of the bidder's current regional office including location, number of staff
3. **Resumes of key personnel:** Submit resumes for key personnel who will participate in the operation of the Cambridge garages
4. **Experience with WPS Equipment:** List the garage(s) operated by the bidder which use WPS access and revenue control equipment and the length of time the bidder has managed these garages and this equipment
5. Summitt a summary of the bidders training program and the frequency of the training program.

This area is intentionally left blank.

PRICE SUMMARY FORM

| A | B | C | D | E |
|---|---|--|---|--|
| | Year 1 3/01/2013 – 3/01/2014 | Year 2 3/01/2014– 3/01/2015 | Year 3 3/1/2015 – 3/1/2016 | Total (Add each row across) |
| Annual Price: Management Fee, East Cambridge Garage | \$_____ | \$_____ | \$_____ | \$_____ Total Year 1,2,3 |
| Annual Price: Management Fee, Green St. Garage | \$_____ | \$_____ | \$_____ | \$_____ Total Year 1,2,3 |
| Annual Price: Insurance per Section 12.8 East Cambridge Garage | \$_____ | \$_____ | \$_____ | \$_____ Total Year 1,2,3 |
| Annual Price: Insurance per Section 12.8 Green St. Garage | \$_____ | \$_____ | \$_____ | \$_____ Total Year 1,2,3 |
| Total (Add all rows) | \$_____ Total Year 1 | \$_____ Total Year 2 | \$_____ Total Year 3 | \$_____ GRAND TOTAL PRICE PROPOSAL |

Total Price Proposal in words (from lower right corner):

Bidders Name: _____

Bidder's Signature: _____

Email address: _____

Name of Bidder: _____

**Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement
Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

This form must be submitted with your bid

Name of Bidder: _____

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

(Typed or printed name of person
signing quotation, bid or Proposal)

Signature

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid

Name of Bidder: _____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;

- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof;
- (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose

2.112.062 Definitions

2.112.063 CORI-Related Standards of the City of Cambridge

2.112.064 Waiver

2.112.065 Applicability

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a ye and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

| | |
|-----------|-----------------------------|
| 2.121.010 | Title and Purpose |
| 2.121.020 | Definitions |
| 2.121.030 | Living Wage |
| 2.121.040 | Waivers and Exceptions |
| 2.121.050 | Notification Requirements |
| 2.121.060 | Duties of covered Employers |
| 2.121.070 | Community Advisory Board |
| 2.121.080 | Enforcement |
| 2.121.090 | Severability |
| 2.121.100 | Effective Date |

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) "Beneficiary" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance.

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "Service Contract" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

**2.121.040 Waivers and
Exceptions.**

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for

a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

- (1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;
- (2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching:

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.050 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

(1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;

(2) a description of the purpose or project for which the Assistance was awarded;

(3) the name, address, and phone number of a local contact person for the Covered Employer;

(4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

2.121.070 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.080 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also

be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

2.121.090 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.100 Effective Date.

This law shall be effective sixty (60) after final passage.

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

EXHIBIT # 1**EAST CAMBRIDGE GARAGE**

The East Cambridge or First Street Municipal Parking Garage is a six floor steel and concrete facility bounded by Thorndike Street, First Street, Spring Street and Second Street with a capacity of 1,110 vehicles. The garage was built a half at a time by two different contractors, which provides some maintenance challenges. The first floor of the garage includes a separately accessed parking area at the Second Street end of the facility, a separately accessed area used by the Traffic, Parking and Transportation Department's (TP&T) operations crew for vehicles and departmental supplies, and retail spaces along First Street. The retail spaces house the TP&T sign/meter shop and office. The remaining retail spaces are vacant. All retail spaces are managed separately from the garage operations management contract.

The separate first floor parking area has an entry lane on Spring Street and an exit lane on Thorndike Street. Entry and exit is card access only. The main part of the garage has two entry lanes accessed from Spring Street and two exit lanes on Thorndike Street. There is a small garage management office adjacent to the Thorndike Street exit lanes.

The revenue control equipment in the garage is described in exhibit #5.

The garage is open for use 24 hours/day, 7 days/week. The City has lease agreements for parking with One and Ten Canal Park, the Davenport Building and the Bulfinch Property. Monthly and transient parkers also include employees and visitors to adjacent commercial buildings. Garage use on the weekends is very low.

Staffing:

| Position | Hour/Week |
|---|------------------|
| Lead Cashier 8:30am – 4:30pm, M-F | 40 |
| Cashier 7am – 3:30pm, M-F | 40 |
| Cashier 3pm – 11pm, M-F | 40 |
| Cashier, 11pm – 7am, 7 days | 56 |
| Cashier, 7am – 11:30pm, Sat-Sun | 32 |
| Parking Attendant/Security, 7am – 3:30pm, M-Fri | 40 |
| Parking Attendant/Security, 3pm – 11pm, Sun - M | 48 |
| Parking Attendant/Security, 3pm – 11pm, Sun. | <u>8</u> |
| Total | 304 |

(Note: Staffing list is in addition to the Garage Manager and Assistant Manager described earlier in this bid document.)

Rates:

Transient parkers -
 \$2 first hour,
 \$3 1 – 2 hours
 \$2/hour thereafter,
 \$20 daily max
 \$5 maximum daily rate on weekends

Monthly patrons –
 5-day/week access, \$170/month
 7-day/week access, \$200/month

Name of Bidder: _____

EXHIBIT # 2**GREEN STREET GARAGE**

The Green Street Municipal Parking Garage is a four floor concrete facility located at 260 Green Street with a capacity of 290 vehicles. The garage structure includes the Central Square branch library located at the corner of Pearl and Franklin Streets.

The garage has one entry and one exit lane on Green Street that is staffed at all times. The Franklin Street exit lane is closed at the request of residents who are concerned about the adverse impact of the garage traffic and noise on the adjacent residential streets. There is a small office in the garage in the same building as the cashier's booth.

The revenue control equipment in the garage is shown in exhibit #5.

The garage is open for use 24 hours/day, 7 days/week. The garage patrons include monthly parking of business owners and employees in Central Square, visitors to Central Square, City employees, residents in the Manning Apartments, and late night visitors to the restaurants and night spots in Central Square.

Transient vehicles total between 300 and 500 exits per day, Monday - Saturday depending on the day of the week, Thursday and Friday being the busiest days. Sunday is the quietest day with between 100 and 170 vehicles per day. There are special parking procedures in place for City employees. See Exhibit #3.

Staffing:

| Position | Hours/Week |
|--|-------------------|
| Lead Cashier 7am – 3pm, M-F | 40 |
| Cashier 7am – 3pm, 7 days per week | 56 |
| Cashier 3pm – 11pm, 7 days per week | 56 |
| Cashier 11pm – 7am, 7 days per week | 56 |
| Security/Maintenance, 3pm- 11pm Mon-Fri | 40 |
| Security/Maintenance, 11pm-7am 7 days | 56 |
| Security/Maintenance, 1pm – 11pm Sat and Sun | 20 |
| Total | 324 |

(Note: Staffing list is in addition to the Garage Manager and Assistant Manager described earlier in this bid document who shall each be assigned to one of the garages.)

Rates:**Monthly patrons**

Central Square Parking Association - \$60/month
 5-day/week access - \$75/month
 7-day/week access - \$85/month
 Cambridge Housing Authority - Manning Apartments - free

Transient rate –

\$1.50/hour
 Daily max \$13
 Night max \$6

Miscellaneous

HP and seniors with Buy-Rite Card - 1st 3 hours free
 Validation Books – 100 hourly coupons/book -- \$150 (\$1.50 per hour)
 City employees - see Exhibit #3.

EXHIBIT #3

Requirements for City Employee use of the Green Street Garage

This exhibit summarizes the policies and procedures relating to City employees parking at the Green Street garage for reduced fees. In addition to this procedure, some City employees use Automatic Vehicle Identification (AVI) transponders through application to the TPTD.

Employees using AVI transponders pay a weekly fee for parking for unlimited entries and exits during the work day via payroll deduction directly to the City rather than paying at the garage.

City employees based in Central Square and who do not have transponders are given the privilege to register one vehicle and obtain a parking permit for the Green Street Garage for a daily rate of \$2 per exit.

Procedures

- This privilege is offered to active City employees with a Green Street Garage permit issued by the Traffic, Parking and Transportation Department (TPTD).
- Applications for the permit can be obtained at the TPTD office at 344 Broadway. Applications must be approved by TPTD before the permit will be issued.
- Fee is per exit and not per day if an employee leaves and returns the \$2 must be paid again.
- A valid hang tag must be shown to the cashier. Hang tag is non-transferable and is valid only for vehicle registered to.
- The permit does not guarantee a space if the garage is full. Spaces are on a first come first served basis.
- Old permits must be turned in to the TP&TD when changing vehicles.
- On exiting the garage, **driver must write the permit number and their name and plate number** on the ticket for garage cashier to validate ticket.
- No storage of vehicles is allowed. Vehicle cannot be left in the garage for more than 24 hours. Vehicle cannot be left in the garage while on leave or vacation.
- Garage employees do not have the authority to adjust or change these rules.
- Violation of these procedures or rules posted in the garage may result in permit being revoked.

EXHIBIT #4 -- List of Expense Categories to be Included in Operating Budget

Fixed Management Fee
Garage Cleaning
Garage Equipment & Supplies
Insurance
Miscellaneous
Office Supplies
Parking Equipment
Payroll Taxes & Benefits

- SUI
- FUI
- FICA
- Group Health Insurance
- Retirement Benefit/Pension

Printing & Tickets
Salaries & Wages
Snow Removal
Telephone
Uniforms & Laundry
Worker's Compensation

EXHIBIT #5 Description of Access and Revenue Control Equipment

All garage access and revenue equipment is manufactured by WPS – Worldwide Parking Solutions

Green Street Garage

Entrance Lane – One WPS BCE7001 Entry Terminal, one WPS BGE3001 Barrier Gate and One AWID LR911 AVI reader.

Exit Lane – One WPS BCP7402 Fee Pro Cashier Terminal, One WPS BGE3001 Barrier Gate and one AWID LR911 AVI reader.

Garage Office – One BC200 Version 8 TRAC Software terminal.

First Street Garage

Two entrance lanes to the main garage- each lane with one WPS BCE7001 Entry Terminal, one WPS BGE3001 Barrier Gate and One AWID MR1824 Prox reader.

Two exit lanes from the main garage - each lane with one WPS BCP7402 Fee Pro Cashier Terminal, one WPS BGE3001 Barrier Gate and one AWID MR1824 Prox reader.

Second Street reserved garage section has two card only lanes (one entrance and one exit) - each lane with one WPS BGE3001 Barrier Gate and one AWID MR1824 Prox reader.

The garage office has one BC200 Version 8 TRAC Software terminal.

The WPS equipment was installed in the garages in 2006.

**City of Cambridge
Articles of Agreement**

Commodity:

File Number:

This agreement is made and entered into this _____, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the **Commonwealth of Massachusetts**, and _____, a _____ duly organized and existing under the laws of the State of _____ ("the Contractor").

Address:

Telephone: ,Fax: ,E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Name of Bidder: _____

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 50% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

Approved as to Form:

The Contractor:

Nancy E. Glowa
City Solicitor

Signature and Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent